

EXHIBIT “C”



CITY OF PHILADELPHIA

PAYMENT BOND

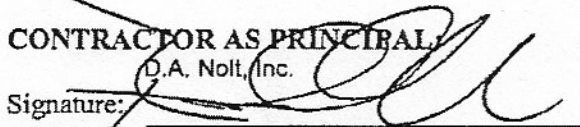
Bid No. 4108GCON-EBond No. 2195249City Contract No. 164020Bond Amount \$14,821,198.72

1. D A NOLT INC and Surety
North American Specialty Insurance Company,
 jointly and severally, bind themselves, their heirs, executors, administrators successors and assigns to the City to pay for labor, materials, and equipment furnished for use in the performance of the City Contract, Public Safety Services Campus - Building Façade and Roof Improv. (PLA, OCIP), Phila, PA for the Public Property Department, which is incorporated herein by reference.

 for the Procurement Department, which is incorporated herein by reference.
2. With respect to the City, this obligation shall be null and void if the Contractor:
 - a. Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - b. Defends, indemnifies, and holds harmless the City from any claims, demands, liens, or suits by any person or entity whose claim, demand, lien, or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the City Contract, provided the City has promptly notified the Contractor and the Surety (at the addresses described in Paragraph 10) of any such claims, demands, liens or suits and has tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. In the event that the Contractor shall not make prompt payment to Claimants, the Surety's obligation to Claimants under this Payment Bond, and a Claimant's rights under this Payment Bond, shall be governed solely by the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191, et seq.
5. Amounts owed by the City to the Contractor under the City Contract shall be used for the performance of the City Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the City accepting this Payment Bond, they agree that all funds earned by the Contractor in the performance of the City Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Payment Bond, subject, however, to the City's priority to use the funds for the completion of the work under the City Contract.
6. The Surety shall not be liable to the City, Claimants, or others for obligations of the Contractor that are unrelated to the City Contract. The City shall not be liable for payment of any costs or expenses of any Claimant under this Payment Bond, and the City shall have under this Payment Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Payment Bond.
7. The Surety hereby waives notice of any change or modification to the City Contract, including changes of time, or changes to related subcontracts, purchase orders, and other obligations.
8. Any suit or action under this Payment Bond shall be commenced by a Claimant in accordance with the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191, et seq. or any other applicable law.
9. All notices to the Surety or the Contractor shall be mailed or delivered to the respective addresses shown on the signature page. In the event of a change in the address of the Surety or the Contractor, such party shall promptly provide notice to the City and the other party, with such notice to include the City Contract No. and this Performance Bond No.
10. When this Payment Bond has been furnished to the City in compliance with the Public Works Contractors' Bond Law of 1967, 8 P.S. § 191, et seq., any provision in this Payment Bond which conflicts with the statutory or legal requirement of such statute shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein.

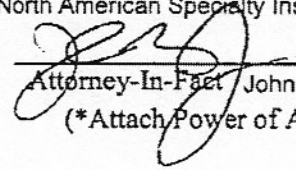
11. Upon request by any person or entity appearing to be a potential beneficiary of this Payment Bond, the Contractor shall promptly furnish a copy of this Payment Bond or shall permit a copy to be made.
12. The law controlling the interpretation or enforcement of this Payment Bond shall be Pennsylvania law.
13. Definitions
 - a. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the City Contract.
 - b. City Contract: The agreement between the City and the Contractor identified on the front page, which shall encompass all Contract Documents, including the Bid, Bid Addenda, and Amendments to the City Contract, and any changes thereto.
 - c. Labor, materials, or equipment: All labor supplied or performed, all materials furnished, all equipment or machinery rented, and all services rendered by public utilities in the performance of the work under the City Contract, whether or not such labor, material, equipment, machinery, or public utility services enter into and become component parts of the work or improvement contemplated by the City Contract, including, inter alia: (a) all material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in preparing the work site for the performance of the work covered by the City Contract; (b) all equipment, machinery, public utility services, labor, shoring, sheathing and blasting supplies, and other materials used on the work site in doing such excavating as may be necessary or required to institute or perform the work specified in the City Contract; (c) all water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the City Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors; and (d) all material furnished, equipment or machinery rented, services rendered by public utilities, and labor supplied or performed in the performance of work or of maintenance required by or performed under the terms of the City Contract.

CONTRACTOR AS PRINCIPAL

D.A. Nolt, Inc.
 Signature: 
 Title: Richard O'Brien
Vice President
 Date: August 28, 2015
 Address: 53 Cross Keys Road
Berlin, NJ 08009

(Corporate Seal)

SURETY:

North American Specialty Insurance Company
 Signature: 
Attorney-In-Fact John R. Waite, Jr.
(*Attach Power of Attorney)
 Date: August 28, 2015
 Address: 1650 Market Street, 36th Floor
Philadelphia, PA 19103

(Surety Seal)

EXHIBIT “D”

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation
PROOF OF CLAIM - CONSTRUCTION CONTRACT

Submission of this proof of claim does not constitute acceptance of your claim or a waiver of the surety's defenses.

State of Pennsylvania

Bond No. 2195249

County of Philadelphia

The undersigned, being duly sworn, deposes and says:

I hold the position shown below, and in such position I am familiar with the books and business of the claimant and am authorized to make this affidavit. The facts set out below are true.

| ALL ITEMS BELOW MUST BE COMPLETED. IF NONE, OR NOT APPLICABLE, PLEASE SO STATE | | | |
|--|----------------------|---|--|
| Name, address and phone number of claimant Unoja Erectors, LLC P.O. Box 726 Secane, PA 19018 | | Name and address of debtor (YOUR CUSTOMER) D. A. Nolt, Inc. 53 Cross Keys Road Berlin, NJ 08009 | |
| Affiant's position with claimant Legal status of claimant <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual or d/b/a | | Name and address of surety's principal (IF NOT CUSTOMER) | |
| Description of services or materials claimed Labor and Materials, Management of Subcontractor ROC Fabricators, Inc. for supply of fabricated steel | | | |
| Project where services or materials used Public Safety Services Campus - Building Facade & Roof Improvements Project #11-13-4108-01 (Bid 4180 GCON-E) at 4601 Market St., Philadelphia, PA 19104 | | <div style="text-align: center; font-size: small;">Please Check All That Apply</div> <input checked="" type="checkbox"/> Subcontract <input type="checkbox"/> Purchase order <input type="checkbox"/> Open account <input type="checkbox"/> Other <input type="checkbox"/> Oral <input checked="" type="checkbox"/> Written (attach copy) | |
| TO | NOTICE GIVEN DATE | HOW | Computation of claim |
| Surety | June 13, 2017 | Letter Fax | Original Contract Price \$244,537.00 |
| Owner | June 23, 2017 | Letter Fax | Extras or adjustments \$ 515,832.10 |
| Principal | June 23, 2017 | Letter Fax | Paid on account or credits \$214,518.99 |
| | | | Net Claim \$545,851.90 |
| Date you last furnished labor, material or supplies 3/26/2017 | | | |

This affidavit is made in support of the above described claim against, and for the purpose of inducing, North American Specialty Insurance/Washington International Insurance Company, as surety for the principal, to pay said claim under the bond which it executed as surety for said principal.

Claimant has satisfied in full all claims for labor, materials, supplies and other things of value which were purchased, furnished, fabricated or supplied by it for use in connection with the aforesaid contract, except those noted on the attached exhibit. No such payments have been made by notes which are unpaid at this time.

Except as noted on the attached exhibit, there are no setoffs, counterclaims, backcharges, or other credits due the principal against said claim. Claimant is not indebted to the principal on this or any other account, and claimant does not hold any note or security of any kind whatsoever for said debt.

Claimant hereby agrees that all guarantees and warranties required under the terms of the aforesaid contract pertaining to the work, labor and materials furnished by claimant shall remain in full force and effect in accordance with their terms.

A copy of the subcontract or purchase order and copies of delivery tickets or other evidence of receipt of claimant's materials or services are attached and made a part of this affidavit.

A copy of each written notice and sworn statement which has been given is attached and made a part of this affidavit.

A copy of claimant's current contractor's license is attached and made a part of this affidavit.

(Signature of person making affidavit)

Alburn Brown, president

(Typewritten or printed name of person making affidavit)

Signed and sworn to before me on _____, 20____, said subscriber being known to me and known by me to be the person described in the above instrument.

(Notary Public)

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals information for the purpose of misleading, concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may also be subject to a civil penalty.

Brick *Open*

| | |
|----------|----------|
| 9241.6 | |
| 49128 | |
| 29606 | |
| 36580 | |
| 33080 | |
| 6494.23 | 341.8 |
| | 37898.64 |
| 9262.5 | 235274.5 |
| 41126.56 | |
| | 36515.28 |
| | 31104 |
| | 20083.2 |
| | 15243.2 |
| | 16963.2 |
| | 17593.6 |
| | 19104 |
| | 9111.63 |
| | 368.28 |
| | 4902.15 |
| | 17763.2 |
| | 11260.8 |
| | 11422.4 |
| | 1969.17 |
| | 16163.2 |
| | 16123.2 |
| | 10702.4 |
| | 12923.2 |
| | 3020.8 |
| 214518.9 | 545851.9 |

TOTAL

760370.7

EXHIBIT “E”

7/11/17 at 17:09:00.86

Page: 1

UMOJA ERECTORS, LLC
Customer Transaction History

For the Period From May 1, 2016 to Jul 31, 2017

Filter Criteria includes: 1) Customer ID from DANOLT to DANOLT. Report order is by Customer ID. Report is printed in Detail Format.

| Customer ID Customer Name | Invoice No. | Transaction | Trans No. | Date | Amount |
|------------------------------|-------------|--------------------|--------------|----------|------------|
| DANOLT D.A. Nolt, Inc. | 540 | Invoice Receipt | 540 26502 | 10/1/16 | 9,241.60 |
| | | | | 11/18/16 | -9,241.60 |
| | | | | | 0.00 |
| | 541 | Invoice Receipt | 541 26502 | 10/26/16 | 49,128.00 |
| | | | | 11/18/16 | -49,128.00 |
| | | | | | 0.00 |
| | 542 | Invoice Receipt | 542 26635 | 11/8/16 | 29,606.00 |
| | | | | 12/19/16 | -29,606.00 |
| | | | | | 0.00 |
| | 543 | Invoice Receipt | 543 26635 | 11/17/16 | 36,580.00 |
| | | | | 12/19/16 | -36,580.00 |
| | | | | | 0.00 |
| | 544 | Invoice Receipt | 544 26659 | 11/22/16 | 33,080.00 |
| | | | | 12/27/16 | -33,080.00 |
| | | | | | 0.00 |
| | 545 | Invoice Receipt | 545 26808 | 11/7/16 | 6,836.03 |
| | | | | 1/26/17 | -6,494.23 |
| | | | | | 341.80 |
| | 546 | Invoice Receipt | 546 26808 | 11/25/16 | 37,898.64 |
| | | | | 1/26/17 | -37,898.64 |
| | | | | | 0.00 |
| | 548 | Invoice Receipt | 548 26908 | 11/1/16 | 244,537.0 |
| | | | | 2/24/17 | -9,262.50 |
| | | | | | 235,274.5 |
| | 549 | Invoice Receipt | 549 26808 | 12/2/16 | 41,126.56 |
| | | | | 1/26/17 | -41,126.56 |
| | | | | | 0.00 |
| | 550 | Invoice | 550 | 12/11/16 | 36,515.28 |
| | | | | | 36,515.28 |
| | 551 | Invoice | 551 | 12/16/16 | 31,104.00 |
| | | | | | |

7/11/17 at 17:09:00.88

Page: 2

UMOJA ERECTORS, LLC
Customer Transaction History

For the Period From May 1, 2016 to Jul 31, 2017

Filter Criteria includes: 1) Customer ID from DANOLT to DANOLT. Report order is by Customer ID. Report is printed in Detail Format.

| Customer ID Customer Name | Invoice No. | Transaction | Trans No. | Date | Amount |
|------------------------------|-------------|-------------|-----------|----------|-----------|
| | | | | | 31,104.00 |
| | 552 | Invoice | 552 | 12/23/16 | 20,083.20 |
| | | | | | 20,083.20 |
| | 553 | Invoice | 553 | 12/30/16 | 15,243.20 |
| | | | | | 15,243.20 |
| | 554 | Invoice | 554 | 1/9/17 | 16,963.20 |
| | | | | | 16,963.20 |
| | 555 | Invoice | 555 | 1/13/17 | 17,593.60 |
| | | | | | 17,593.60 |
| | 556 | Invoice | 556 | 1/20/17 | 19,104.00 |
| | | | | | 19,104.00 |
| | 557 | Invoice | 557 | 1/20/17 | 9,111.63 |
| | | | | | 9,111.63 |
| | 558 | Invoice | 558 | 1/20/17 | 368.28 |
| | | | | | 368.28 |
| | 559 | Invoice | 559 | 1/20/17 | 4,902.15 |
| | | | | | 4,902.15 |
| | 560 | Invoice | 560 | 1/27/17 | 17,763.20 |
| | | | | | 17,763.20 |
| | 561 | Invoice | 561 | 2/3/17 | 11,260.80 |
| | | | | | 11,260.80 |

7/11/17 at 17:09:00.89

Page: 3

UMOJA ERECTORS, LLC
Customer Transaction History

For the Period From May 1, 2016 to Jul 31, 2017

Filter Criteria includes: 1) Customer ID from DANOLT to DANOLT. Report order is by Customer ID. Report is printed in Detail Format.

| Customer ID Customer Name | Invoice No. | Transaction | Trans No. | Date | Amount |
|------------------------------|-------------|-------------|-----------|---------|-----------------------|
| | 563 | Invoice | 563 | 2/10/17 | 11,422.40 |
| | | | | | <hr/> 11,422.40 |
| | 564 | Invoice | 564 | 2/10/17 | 1,969.17 |
| | | | | | <hr/> 1,969.17 |
| | 566 | Invoice | 566 | 2/17/17 | 16,163.20 |
| | | | | | <hr/> 16,163.20 |
| | 567 | Invoice | 567 | 2/24/17 | 16,123.20 |
| | | | | | <hr/> 16,123.20 |
| | 568 | Invoice | 568 | 3/3/17 | 10,702.40 |
| | | | | | <hr/> 10,702.40 |
| | 570 | Invoice | 570 | 3/10/17 | 12,923.20 |
| | | | | | <hr/> 12,923.20 |
| | 571 | Invoice | 571 | 3/24/17 | 3,020.80 |
| | | | | | <hr/> 3,020.80 |
| DANOLT | | | | | <hr/> 507,953.2 |
| Report Total | | | | | <hr/> <hr/> 507,953.2 |